

# **EXHIBIT A**

**DELPHI**

## Long Term Contract

### 1. Purchase of Product

Invensys Precision Die Casting ("Seller") agrees to sell, and Delphi LLC ("Buyer") agrees to purchase, approximately one hundred percent (100%) of Buyer's production and service requirements for the following products (each referred to as a "Product" and collectively referred to as the "Products"):

See Part Number Listing below in section 3  
See Terms of Agreement - Attachment 1

### 2. Term

With respect to each Product, the term of this Contract is from July 1, 2003 through June 30, 2006.

### 3. Prices

The per unit price of each Product for August 1, 2003 through July 31, 2006 is F.O.B. Ex- works Sellers facility – Russellville, KY, USA (2000 Inco-Terms). Pricing for each subsequent Calendar Year is subject to the following minimum annual percentage reductions from the prior Calendar Year's pricing:

Delphi Pricing

Pricing Effective 7/01/03

#### Harrison

	June 2003			1-Jul-03	1-Jul-04	1-Jul-05
	Total	Metal	Value Added	Price	Price	Price
Part Number	Pricing	Costs	Costs	Reduction	Reduction	Reduction
<u>V-5 Parts</u>						
6559733	\$2.7800	\$0.9630	\$1.8170	\$0.0727	\$0.0698	\$0.0670
6559827	\$2.5370	\$0.9290	\$1.6080	\$0.0643	\$0.0617	\$0.0593
6559618	\$3.4560	\$0.9630	\$2.4930	\$0.0997	\$0.0957	\$0.0919
6559709	\$3.1980	\$0.9660	\$2.2320	\$0.0893	\$0.0857	\$0.0823
6559749	\$1.9790	\$0.9070	\$1.0720	\$0.0429	\$0.0412	\$0.0395
6559814	\$1.9790	\$0.9100	\$1.0690	\$0.0428	\$0.0410	\$0.0394
6559760	\$2.8540	\$1.3830	\$1.4710	\$0.0588	\$0.0565	\$0.0542
6559857	\$3.2580	\$0.9700	\$2.2880	\$0.0915	\$0.0879	\$0.0843

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LONG TERM CONTRACT

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6559878	\$3.4040	\$1.1100	\$2.2940	\$0.0918	\$0.0881	\$0.0846
6559896	\$2.9240	\$0.9560	\$1.9680	\$0.0787	\$0.0756	\$0.0725
6560424	\$3.4440	\$0.9910	\$2.4530	\$0.0981	\$0.0942	\$0.0904
6561805	\$2.7810	\$1.3480	\$1.4330	\$0.0573	\$0.0550	\$0.0528
6561789	\$2.4760	\$1.3720	\$1.1040	\$0.0442	\$0.0424	\$0.0407
6561801	\$2.7990	\$1.2480	\$1.5510	\$0.0620	\$0.0596	\$0.0572
6561787	\$5.8060	\$1.2100	\$4.5960	\$0.1838	\$0.1765	\$0.1694
6561795	\$3.4780	\$1.3490	\$2.1290	\$0.0852	\$0.0818	\$0.0785
6561799	\$3.1530	\$1.2130	\$1.9400	\$0.0776	\$0.0745	\$0.0716
6561809	\$2.5040	\$1.3550	\$1.1490	\$0.0480	\$0.0441	\$0.0424
6561809F	\$2.7200	\$1.3550	\$1.3650	\$0.0546	\$0.0524	\$0.0503
6561791	\$2.7360	\$1.3350	\$1.4010	\$0.0560	\$0.0538	\$0.0516
6561797	\$2.6930	\$1.3000	\$1.3930	\$0.0557	\$0.0535	\$0.0514

Buyer and Seller will use their best efforts to implement cost savings and productivity improvements in order to reduce Seller's costs of supplying each Product. Buyer and Seller agree that the pricing of each Product will be reduced (in addition to any scheduled price reductions) by an amount equal to fifty percent (50%) of any net cost savings achieved by Seller with respect to such Product (i.e., savings after recovery by Seller of a pro rata portion, based on the remaining term of this Contract, of the reasonable and documented costs to achieve such cost savings), provided, however, that the pricing of each Product will be reduced (in addition to any scheduled price reductions) by an amount equal to one hundred percent (100%) of any savings resulting from reduction on the content of the such Product.

No price increases, except for aluminum price escalation/de-escalation, (including any decrease of the scheduled price reductions) will be made on account of (i) Seller's failure to achieve any expected cost savings or productivity improvements or (ii) any increases in Seller's labor, materials, overhead and other costs. In the event that Buyer agrees to any price increases (or a decrease of any scheduled price reductions) with respect to any Product, then, notwithstanding anything to the contrary set forth in this Contract, the pricing of each Products will be reduced (in addition to any scheduled price reductions) by an amount equal to one hundred percent (100%) of any subsequent net cost savings achieved by Seller with respect to such Product until aggregate price reductions on account of Seller's cost savings equal any price increases previously agreed to by Buyer.

#### 4. Right to Purchase from Others

During the entire term of this Contract, Seller will assure that each Product remains competitive in terms of technology, design, service and quality with any similar product available to Buyer. Following June 30, 2006, Seller will also assure that each Product remains competitive in terms of price with any similar product available to Buyer. If, in the reasonable opinion of Buyer, a Product does not remain competitive, Buyer, to the extent it is free to do so, will advise

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Seller in writing of the area(s) in which a similar product is more competitive. If, within ninety (90) days, Seller does not agree to immediately sell any Product with comparable technology, design, quality, or, if applicable, price, Buyer may elect to purchase any similar products available to Buyer without any liability to Seller under this Contract.

#### **5. Purchase Orders**

All Products will be ordered by Buyer, and delivered by Seller, in accordance with written purchase orders (including related delivery releases and shipping instructions) issued by Buyer from time to time during the term of this Contract. Buyer's General Terms and Conditions, a copy of which is attached, are hereby incorporated into this Contract by reference, provided, however, that Buyer's right to "terminate for convenience" under the General Terms and Conditions will be inapplicable to this Contract until after June 30, 2004. Any amendment to, or revision of, such General Terms and Conditions shall also become a part of this Contract, provided that (i) Buyer provides Seller with a copy of such revised Terms and Conditions and (ii) Seller does not object to such revised Terms and Conditions in writing within 30 days after receipt. The Terms and Conditions (together with any revision made a part of this Contract) shall be construed, to the extent possible, as consistent with the terms and conditions set forth in this Contract and as cumulative, provided, however, that if such construction is unreasonable, the terms and conditions set forth in this Contract shall control.

EXECUTED by Buyer and Seller, Sept. 19, 2003.

<u>Buyer:</u>	<u>Seller:</u>
<u>Delphi Corporation, LLC</u>	<u>Invensys Precision Die Cast'g</u>
<u>By:</u>	<u>By:</u>
<u>Name:</u>	<u>Name:</u>
<u>Title:</u>	<u>Title:</u>

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**Attachment 1 – Delphi / Invensys LTA 8/01/2003**

**Terms of LTA:**

**V-5 Compressor Components:**

- The selling prices for the V5 components produced by Invensys Precision Die Casting shall be reduced by the following percentages for the next three model years:

<u>Model Year</u>	<u>Reductions based upon value added</u>
2004	4%
2005	4%
2006	4%

- The productivity agreement noted above is dependent upon IPDC being awarded the new CVC GMX-245 and LY-7 programs (front & rear heads) that have recently been quoted to Delphi Thermal.
- This agreement excludes all the CVC components for which IPDC and Delphi have previously agreed to multi-year productivity arrangements.

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Approval Date	Implementation Required ByDate	ISSUE/REVISION DESCRIPTION
Not yet availablSeptember 13, 1999	December 1, 1999	Initial release of the Delphi Global Purchasing Long Term Template and Instruction.
11 February, 2002e	11 April, 2002	Incoterm reference updated for 2000 version.

Check Applicable Regions:

Global ☒ NA ☐ Europe ☐ A.P. ☐ S.A. ☐

### ISSUE/REVISION APPROVAL

	Title/Function	Name	Signature	Date
Prep.				
Appr.	Global Process Director	Lowell Shaffer		

# **EXHIBIT B**

**DELPHI**  
Automotive Systems

**LEVEL 3  
INSTRUCTION**

**Long Term  
Agreement  
Template 8.3.10**

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Approval Date	Implementation Date	ISSUE/REVISION DESCRIPTION
September 13, 1999	December 1, 1999	Initial release of the Delphi Global Purchasing Long Term Template and Instruction.
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**ISSUE/REVISION APPROVAL**

	Title/Function	Name	Signature	Date
Prep.				
Appr.	Global Process Director	Lowell Shaffer		

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**DELPHI**

Automotive Systems

**LEVEL 3  
INSTRUCTION**

**Long Term  
Agreement  
Template 8.3.10**

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**LONG TERM CONTRACT**

**1. Purchase of Product**

Sensus Precision Die Casting ("Seller") agrees to sell, and Delphi Automotive Systems LLC acting through its DSSS ("Buyer") agrees to purchase, approximately One Hundred percent (100%) of Buyer's production and service requirements for the following products (each referred to as a "Product" and collectively referred to as the "Products"):

See Part Number Listing below in section 3  
And See Attachment 1 – terms of LTA

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**2. Term**

With respect to each Product, the term of this Contract is from January 1, 2004 through December 31, 2006.

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**3. Prices**

The per unit price of each Product for January 1, 2004 through December 31, 2006 is BPFC (2000 Incoterms). Pricing for each subsequent Calendar Year is subject to the following minimum annual percentage reductions from the prior Calendar Year's pricing:

Part numbers	Dec 2003 Total Pricing	Red. Value add Jan 1, 2004	Red. Value add Jan 1, 2005	Red. Value add Jan 1, 2006
05689010	\$0.918	1%	1%	1%
05690231	\$1.002	1%	1%	1%
05694821	\$1.027	1%	1%	1%
07805168	\$0.919	1%	1%	1%
07805525	\$1.024	1%	1%	1%
07806688	\$0.915	1%	1%	1%
07809512	\$0.917	1%	1%	1%
07810892	\$1.027	1%	1%	1%
07838350	\$0.926	1%	1%	1%
26063009	\$1.030	1%	1%	1%
26095273	\$1.271	1%	1%	1%
26008584	\$3.293	2%	3%	3%
26022847	\$6.069	2%	3%	3%
26048053	\$4.205	2%	3%	3%
26048277	\$3.321	2%	3%	3%
26064873	\$3.548	2%	3%	3%
26064957	\$3.675	2%	3%	3%
26064972	\$3.447	2%	3%	3%
26065041	\$3.277	2%	3%	3%
26065095	\$5.072	2%	3%	3%

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**DELPHI**

Automotive Systems

**LEVEL 3  
INSTRUCTION**

**Long Term  
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26065440	\$9,950	2%	3%	3%
26068414	\$5,328	2%	3%	3%
26082991	\$4,464	2%	3%	3%
26082995	\$7,936	2%	3%	3%
26085331	\$6,246	2%	3%	3%
26085877	\$5,281	2%	3%	3%

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Buyer and Seller will use their best efforts to implement cost savings and productivity improvements in order to reduce Seller's costs of supplying each Product. Buyer and Seller agree that the pricing of each Product will be reduced (in addition to any scheduled price reductions) by an amount equal to **fifty percent (50%)** of any net cost savings achieved by Seller with respect to such Product (i.e., savings after recovery by Seller of a pro rata portion, based on the remaining term of this Contract, of the reasonable and documented costs to achieve such cost savings), provided, however, that the pricing of each Product will be reduced (in addition to any scheduled price reductions) by an amount equal to one hundred percent (100%) of any savings resulting from reduction on the content of the such Product.

No price increases, except for aluminum price escalation/de-escalation, (including any decrease of the scheduled price reductions) will be made on account of (i) Seller's failure to achieve any expected cost savings or productivity improvements or (ii) any increases in Seller's labor, materials, overhead and other costs. NOTE: Aluminum price escalation/de-escalation agreement between Delphi and Sensus PDC to be on basis of parity between Platt's Metals Week and NASAAC reflecting previously agreed upon part quote basis. In the event that Buyer agrees to any price increases (or a decrease of any scheduled price reductions) with respect to any Product, then, notwithstanding anything to the contrary set forth in this Contract, the pricing of each Products will be reduced (in addition to any scheduled price reductions) by an amount equal to one hundred percent (100%) of any subsequent net cost savings achieved by Seller with respect to such Product until aggregate price reductions on account of Seller's cost savings equal any price increases previously agreed to by Buyer.

**3a. Debits/Credits to Sensus PDC Account**

Issuance of debits to Sensus PDC Account by Delphi for purposes of cost recovery for Delphi plant costs incurred in resolving quality issues to be based upon capability of current high pressure die cast process. (i.e., allowance to be given for low level casting defects (1% or below) that are reflective of HPDC process capability).

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**DELPHI**

Automotive Systems

**LEVEL 3  
INSTRUCTION**

**Long Term  
Agreement  
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**4. Right to Purchase from Others**

During the entire term of this Contract, Seller will assure that each Product remains competitive in terms of technology, design, service and quality with any similar product available to Buyer. Following **Dec 31, 2006**, Seller will also assure that each Product remains competitive in terms of price with any similar product available to Buyer. If, in the reasonable opinion of Buyer, a Product does not remain competitive, Buyer, to the extent it is free to do so, will advise Seller in writing of the area(s) in which a similar product is more competitive. If, within ninety (90) days, Seller does not agree to immediately sell any Product with comparable technology, design, quality, or, if applicable, price, Buyer may elect to purchase any similar products available to Buyer without any liability to Seller under this Contract.

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**5. Purchase Orders**

All Products will be ordered by Buyer, and delivered by Seller, in accordance with written purchase orders (including related delivery releases and shipping instructions) issued by Buyer from time to time during the term of this Contract. Buyer's General Terms and Conditions, a copy of which is attached, are hereby incorporated into this Contract by reference, **provided, however, that Buyer's right to "terminate for convenience" under the General Terms and Conditions will be inapplicable to this Contract until after December 31, 2004.** Any amendment to, or revision of, such General Terms and Conditions shall also become a part of this Contract, provided that (i) Buyer provides Seller with a copy of such revised Terms and Conditions and (ii) Seller does not object to such revised Terms and Conditions in writing within thirty (30) days after receipt. The Terms and Conditions (together with any revision made a part of this Contract) shall be construed, to the extent possible, as consistent with the terms and conditions set forth in this Contract and as cumulative, provided, however, that if such construction is unreasonable, the terms and conditions set forth in this Contract shall control.

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**EXECUTED by Buyer and Seller as of Jan 1, 2004**

**Buyer:** \_\_\_\_\_ **Seller:** \_\_\_\_\_

**Delphi Automotive Systems LLC** **Sensus PDC**  
**acting through its Saginaw Steering Systems**

By: \_\_\_\_\_ By: \_\_\_\_\_  
Name: \_\_\_\_\_ Name: Stephen C. Larkin  
Title: \_\_\_\_\_ Title: President, SPDC

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# **EXHIBIT C**

# DELPHI

Harrison Thermal Systems

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**Buyer:**

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THERMAL & INTERIOR SYSTEMS  
200 UPPER MOUNTAIN RD  
LOCKPORT NY 14094

**Deliver to:**

DELPHI THERMAL KETTERING  
3535 South Kettering Blvd.  
MORaine OH 45439

SENSUS PRECISION DIE CASTING INC  
232 HOPKINSVILLE RD  
RUSSELLVILLE KY 42276

**Requirements Contract**

PO Number	Date Issued
550056783	29-Jun-2004
Version	
01-Oct-2005 10:34:54	

Vendor No: 1010998

DUNS No: 114371862

Payment Terms: ZMN2 Currency: USD

Payment settled on 2nd, 2nd Month

Incoterms: FOB- FREIGHT COLLECT

Item No.	Material No. Description	Plant
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00030	6559618 Head-Rear, Casting	J301 DELPHI T & I KETTERING
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SEPTEMBER 2005 PRICE CHANGES PER MONTHLY ALUMINUM ESCALATION/DE-ESCALATION. INDEX USED IS LME NASSAC

Valid From	Valid To	Currency	Price	Price Unit	UOM
18-Sep-2005	31-Dec-2006	USD	3,426.00	1,000	PC

This Requirement Contract is for 100% unless otherwise specified.

00040	6559709 Head-Rear, Casting	J301 DELPHI T & I KETTERING
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OCT 2005 PRICE CHANGES PER MONTHLY ALUMINUM ESCALATION/DE-ESCALATION. INDEX USED IS LME NASSAC

Valid From	Valid To	Currency	Price	Price Unit	UOM
18-Sep-2005	30-Sep-2005	USD	3,184.00	1,000	PC
01-Oct-2005	31-Dec-2006	USD	3,271.00	1,000	PC

This Requirement Contract is for 100% unless otherwise specified.

00010	6559733 Head-Rear, Casting	J301 DELPHI T & I KETTERING
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Purchasing Contact: Simmons, Cheri

Phone: 248-655-0723

Fax: 248-655-8350

Contact Address:

Delphi Harrison Thermal Systems  
200 UPPER MOUNTAIN ROAD,  
LOCKPORT NY 14094

Date and Time Printed: 01-Oct-2005 10:34:54

# DELPHI

Harrison Thermal Systems

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SENSUS PRECISION DIE CASTING INC  
232 HOPKINSVILLE RD  
RUSSELLVILLE KY 42276

## Requirements Contract

PO Number 550056783 Date Issued 29-Jun-2004  
Version 01-Oct-2005 10:34:54

Item No.	Material No. Description	Plant
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OCT 2005 PRICE CHANGES PER MONTHLY ALUMINUM ESCALATION/DE-ESCALATION. INDEX USED IS LME NASSAC

Valid From	Valid To	Currency	Price	Price Unit	UOM
01-Jun-2004	30-Jun-2004	USD	2,902.00	1,000	PC
01-Jul-2004	31-Jul-2004	USD	3,025.00	1,000	PC
01-Aug-2004	31-Aug-2004	USD	2,950.00	1,000	PC
01-Sep-2004	30-Sep-2004	USD	2,944.00	1,000	PC
01-Oct-2004	31-Oct-2004	USD	2,937.00	1,000	PC
01-Nov-2004	30-Nov-2004	USD	2,852.00	1,000	PC
01-Dec-2004	31-Dec-2004	USD	2,872.00	1,000	PC
01-Jan-2005	31-Jan-2005	USD	2,880.00	1,000	PC
01-Feb-2005	28-Feb-2005	USD	2,884.00	1,000	PC
01-Mar-2005	31-Mar-2005	USD	2,851.00	1,000	PC
01-Apr-2005	30-Apr-2005	USD	2,885.00	1,000	PC
01-May-2005	31-May-2005	USD	2,908.00	1,000	PC
01-Jun-2005	30-Jun-2005	USD	2,878.00	1,000	PC
01-Jul-2005	31-Aug-2005	USD	2,736.00	1,000	PC
01-Sep-2005	30-Sep-2005	USD	2,803.00	1,000	PC
01-Oct-2005	31-Dec-2006	USD	2,889.00	1,000	PC

This Requirement Contract is for 100% unless otherwise specified.

00050 6559749 J301 DELPHI T & I KETTERING

Head-Rear, Casting

OCT 2005 PRICE CHANGES PER MONTHLY ALUMINUM ESCALATION/DE-ESCALATION. INDEX USED IS LME NASSAC

Valid From	Valid To	Currency	Price	Price Unit	UOM
18-Sep-2005	30-Sep-2005	USD	2,056.00	1,000	PC
01-Oct-2005	31-Dec-2006	USD	2,137.00	1,000	PC

This Requirement Contract is for 100% unless otherwise specified.

00060 6559814 J301 DELPHI T & I KETTERING

Head-Rear, Casting

OCT 2005 PRICE CHANGES PER MONTHLY ALUMINUM ESCALATION/DE-ESCALATION. INDEX USED IS LME NASSAC

Valid From	Valid To	Currency	Price	Price Unit	UOM
18-Sep-2005	30-Sep-2005	USD	2,056.00	1,000	PC
01-Oct-2005	31-Dec-2006	USD	2,138.00	1,000	PC

This Requirement Contract is for 100% unless otherwise specified.

00020 6559827 J301 DELPHI T & I KETTERING

Head-Rear, Casting

OCT 2005 PRICE CHANGES PER MONTHLY ALUMINUM ESCALATION/DE-ESCALATION. INDEX USED IS LME NASSAC

Valid From	Valid To	Currency	Price	Price Unit	UOM
18-Sep-2005	30-Sep-2005	USD	2,574.00	1,000	PC
01-Oct-2005	31-Dec-2006	USD	2,657.00	1,000	PC

This Requirement Contract is for 100% unless otherwise specified.

00070 6559857 J301 DELPHI T & I KETTERING

Head-Rear, Casting

# DELPHI

Harrison Thermal Systems

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SENSUS PRECISION DIE CASTING INC  
232 HOPKINSVILLE RD  
RUSSELLVILLE KY 42276

## Requirements Contract

PO Number 550056783 Date Issued 29-Jun-2004  
Version 01-Oct-2005 10:34:54

Item No.	Material No. Description	Plant
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OCT 2005 PRICE CHANGES PER MONTHLY ALUMINUM ESCALATION/DE-ESCALATION. INDEX USED IS LME NASSAC

Valid From	Valid To	Currency	Price	Price Unit	UOM
18-Sep-2005	30-Sep-2005	USD	3,245.00	1,000	PC
01-Oct-2005	31-Dec-2006	USD	3,332.00	1,000	PC

This Requirement Contract is for 100% unless otherwise specified.

00080 6559878 J301 DELPHI T & I KETTERING

Head-Rear, Casting

OCT 2005 PRICE CHANGES PER MONTHLY ALUMINUM ESCALATION/DE-ESCALATION. INDEX USED IS LME NASSAC

Valid From	Valid To	Currency	Price	Price Unit	UOM
18-Sep-2005	30-Sep-2005	USD	3,400.00	1,000	PC
01-Oct-2005	31-Dec-2006	USD	3,498.00	1,000	PC

This Requirement Contract is for 100% unless otherwise specified.

00090 6559896 J301 DELPHI T & I KETTERING

Head-Rear, Casting

SEPTEMBER 2005 PRICE CHANGES PER MONTHLY ALUMINUM ESCALATION/DE-ESCALATION. INDEX USED IS LME NASSAC

Valid From	Valid To	Currency	Price	Price Unit	UOM
18-Sep-2005	31-Dec-2006	USD	2,935.00	1,000	PC

This Requirement Contract is for 100% unless otherwise specified.

00100 6560424 J301 DELPHI T & I KETTERING

Head-Rear, Casting

OCT 2005 PRICE CHANGES PER MONTHLY ALUMINUM ESCALATION/DE-ESCALATION. INDEX USED IS LME NASSAC

Valid From	Valid To	Currency	Price	Price Unit	UOM
18-Sep-2005	30-Sep-2005	USD	3,419.00	1,000	PC
01-Oct-2005	31-Dec-2006	USD	3,508.00	1,000	PC

This Requirement Contract is for 100% unless otherwise specified.

00140 6561787 J301 DELPHI T & I KETTERING

Head-Front, Casting

OCT 2005 PRICE CHANGES PER MONTHLY ALUMINUM ESCALATION/DE-ESCALATION. INDEX USED IS LME NASSAC

Valid From	Valid To	Currency	Price	Price Unit	UOM
18-Sep-2005	30-Sep-2005	USD	5,630.00	1,000	PC
01-Oct-2005	31-Dec-2006	USD	5,739.00	1,000	PC

This Requirement Contract is for 100% unless otherwise specified.

00120 6561789 J301 DELPHI T & I KETTERING

Head-Front, Casting

OCT 2005 PRICE CHANGES PER MONTHLY ALUMINUM ESCALATION/DE-ESCALATION. INDEX USED IS LME NASSAC



# DELPHI

Harrison Thermal Systems

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SENSUS PRECISION DIE CASTING INC  
232 HOPKINSVILLE RD  
RUSSELLVILLE KY 42276

## Requirements Contract

PO Number	Date Issued
550056783	29-Jun-2004
Version	
01-Oct-2005 10:34:54	

Item No.	Material No. Description	Plant
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Valid From	Valid To	Currency	Price	Price Unit	UOM
18-Sep-2005	30-Sep-2005	USD	2,587.00	1,000	PC
01-Oct-2005	31-Dec-2006	USD	2,710.00	1,000	PC

This Requirement Contract is for 100% unless otherwise specified.

00150 6561791 J301 DELPHI T & I KETTERING

Head-Front, Casting

SEPTEMBER 2005 PRICE CHANGES PER MONTHLY ALUMINUM ESCALATION/DE-ESCALATION. INDEX USED IS LME NASSAC

Valid From	Valid To	Currency	Price	Price Unit	UOM
18-Sep-2005	31-Dec-2006	USD	2,822.00	1,000	PC

This Requirement Contract is for 100% unless otherwise specified.

00130 6561801 J301 DELPHI T & I KETTERING

Head-Front, Casting

OCT 2005 PRICE CHANGES PER MONTHLY ALUMINUM ESCALATION/DE-ESCALATION. INDEX USED IS LME NASSAC

Valid From	Valid To	Currency	Price	Price Unit	UOM
18-Sep-2005	30-Sep-2005	USD	2,962.00	1,000	PC
01-Oct-2005	31-Dec-2006	USD	2,977.00	1,000	PC

This Requirement Contract is for 100% unless otherwise specified.

00110 6561805 J301 DELPHI T & I KETTERING

Head-Front, Casting

\*\*\*\*\*

Suppliers are required to meet all requirements detailed in the Delphi Global Purchasing Supplier Guidelines and reference documents that are available on the Delphi website, www.delphi.com, (by clicking on the "Suppliers" in the header).

\*\*\*\*\*

Suppliers are required to meet the requirements of Delphi's Production Part Approval Process as described in the Supplier Performance Development Process (SPDP) and in the Production Part Approval Process (PPAP) Manual. The Production Part Approval Process Manual is available from AIAG (810-358-3003) and the SPDP documents can be provided by the appropriate Supplier Quality Representative. Suppliers must have part manufacturing site approval prior to shipping production quantities. Contact the appropriate Delphi Supplier Quality Representative regarding questions on the approval process or approval status.

\*\*\*\*\*

Restricted, toxic, and hazardous materials - Suppliers are required to comply with current governmental and safety constraints on restricted, toxic and hazardous materials; as well as environmental, electrical and electromagnetic considerations applicable to the country of manufacture and sale. This relates to both the salable product and the manufacturing processes. (Refer also to Terms and Conditions No. 8 "Ingredients Disclosure and Special Warnings Instructions"). Commencement of any work or service under this order shall constitute seller's acceptance of these responsibilities. If you do not accept these responsibilities, please contact the appropriate Delphi's Buyer.

\*\*\*\*\*

Failure Analysis/Corrective Action: Suppliers are expected to perform failure analysis on defective material returned by any Delphi Division. Irreversible corrective action plans for these failures must be developed and implemented. The plans with effective dates are to be reported back to the Delphi Division who requested the analysis.

\*\*\*\*\*

Delphi requires suppliers of productive material be capable of communicating material forecasts, material schedules, shipping notices and associated information through Electronic Data Interchange (EDI). To insure that EDI communications are accurate and effective, each productive material supplier will be required to become EDI Certified by exhibiting their ability to send and/or receive the appropriate EDI

# DELPHI

Harrison Thermal Systems

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SENSUS PRECISION DIE CASTING INC  
232 HOPKINSVILLE RD  
RUSSELLVILLE KY 42276

## Requirements Contract

PO Number	Date Issued
550056783	29-Jun-2004
Version	
01-Oct-2005 10:34:54	

Item No.	Material No. Description	Plant
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messages in accordance with applicable standards prior to providing productive material. EDI Certification will be conducted and coordinated by the EDI Competency organization.

An Internet electronic form alternative solution is intended to provide relief in situations where establishing an in-house EDI capability is a hardship for a supplier providing limited material.

Please refer to Delphi's website: [www.delphi.com](http://www.delphi.com) then Suppliers/Supplier Community Portal / Supplier Standards, for additional information.

\*\*\*\*\*

Seller acknowledges and agrees that Buyer's General Terms and Conditions and Delphi Customer Specific Requirements are incorporated in, and a part of, this contract and each purchase order, release, requisition, work order, shipping instruction, specification and other document issued by Buyer or accepted in writing by Buyer, whether expressed in written form or by electronic data interchange, relating to the goods and/or services to be provided by Seller pursuant to this contract (such documents are collectively referred to as this "Contract"). A copy of Buyer's General Terms and Conditions and Delphi Customer Specific Requirements are available upon written request to Buyer or via the internet at Delphi's website, [delphi.com](http://delphi.com). Seller acknowledges and agrees that it has read and understands Buyer's General Terms and Conditions and Delphi Customer Specific Requirements. If Seller accepts this Contract in writing or commences any of the work or services which are the subject of this Contract, Seller will be deemed to have accepted this Contract and Buyer's General Terms and Conditions and Delphi Customer Specific Requirements in their entirety without modification. Any additions to, changes in, modifications of, or revisions of this Contract (including Buyer's General Terms and Conditions and Delphi Customer Specific Requirements) which Seller proposes will be deemed to be rejected by Buyer except to the extent that Buyer expressly agrees to accept any such proposals in writing.

\*\*\*\*\*  
All wood packaging must be compliant with the International Standard Phytosanitary Measure #15 in the treatment of wood packaging material. Please reference the "Requirements for the treatment of wood packaging materials" section of the Supplier Community Portal found on [www.delphi.com](http://www.delphi.com) for further details.

\*\*\*\*\*

OCT 2005 PRICE CHANGES PER MONTHLY ALUMINUM ESCALATION/DE-ESCALATION. INDEX USED IS LME NASSAC

Valid From	Valid To	Currency	Price	Price Unit	UOM
18-Sep-2005	30-Sep-2005	USD	2,962.00	1,000	PC
01-Oct-2005	31-Dec-2006	USD	2,986.00	1,000	PC

This Requirement Contract is for 100% unless otherwise specified.

### Notes:

\*\*\*\*\*  
\*\*\*\*\*

Suppliers are required to meet all requirements detailed in the Delphi Global Purchasing Supplier Guidelines and reference documents that are available on the Delphi website, [www.delphi.com](http://www.delphi.com), (by clicking on the "Suppliers" in the header).

\*\*\*\*\*

Suppliers are required to meet the requirements of Delphi's Production Part Approval Process as described in the Supplier Performance Development Process (SPDP) and in the Production Part Approval Process (PPAP) Manual. The Production Part Approval Process Manual is available from AIAG (810-358-3003) and the SPDP documents can be provided by the appropriate Supplier Quality Representative. Suppliers must have part manufacturing site approval prior to shipping production quantities. Contact the appropriate Delphi Supplier Quality Representative regarding questions on the approval process or approval status.

\*\*\*\*\*

Restricted, toxic, and hazardous materials - Suppliers are required to comply with current governmental and safety constraints on restricted, toxic and hazardous materials; as well as environmental, electrical and electromagnetic considerations applicable to the country of manufacture and sale. This relates to both the salable product and the manufacturing processes. (Refer also to Terms and Conditions No. 8 "Ingredients Disclosure and Special Warnings Instructions"). Commencement of any work or service under this order shall constitute seller's acceptance of these responsibilities. If you do not accept these responsibilities,

**DELPHI**

Harrison Thermal Systems

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SENSUS PRECISION DIE CASTING INC  
232 HOPKINSVILLE RD  
RUSSELLVILLE KY 42276

**Requirements Contract**

PO Number	Date Issued
550056783	29-Jun-2004
Version	
01-Oct-2005 10:34:54	

Item No.	Material No. Description	Plant
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**Notes Continued:**

please contact the appropriate Delphi's Buyer.

Failure Analysis/Corrective Action: Suppliers are expected to perform failure analysis on defective material returned by any Delphi Division. Irreversible corrective action plans for these failures must be developed and implemented. The plans with effective dates are to be reported back to the Delphi Division who requested the analysis.

Delphi requires suppliers of productive material be capable of communicating material forecasts, material schedules, shipping notices and associated information through Electronic Data Interchange (EDI). To insure that EDI communications are accurate and effective, each productive material supplier will be required to become EDI Certified by exhibiting their ability to send and/or receive the appropriate EDI messages in accordance with applicable standards prior to providing productive material. EDI Certification will be conducted and coordinated by the EDI Competency organization.

An Internet electronic form alternative solution is intended to provide relief in situations where establishing an in-house EDI capability is a hardship for a supplier providing limited material.

Please refer to Delphi's website: [www.delphi.com](http://www.delphi.com) then Suppliers/Supplier Community Portal / Supplier Standards, for additional information.

Seller acknowledges and agrees that Buyer's General Terms and Conditions and Delphi Customer Specific Requirements are incorporated in, and a part of, this contract and each purchase order, release, requisition, work order, shipping instruction, specification and other document issued by Buyer or accepted in writing by Buyer, whether expressed in written form or by electronic data interchange, relating to the goods and/or services to be provided by Seller pursuant to this contract (such documents are collectively referred to as this "Contract"). A copy of Buyer's General Terms and Conditions and Delphi Customer Specific Requirements are available upon written request to Buyer or via the internet at Delphi's website, [delphi.com](http://delphi.com). Seller acknowledges and agrees that it has read and understands Buyer's General Terms and Conditions and Delphi Customer Specific Requirements. If Seller accepts this Contract in writing or commences any of the work or services which are the subject of this Contract, Seller will be deemed to have accepted this Contract and Buyer's General Terms and Conditions and Delphi Customer Specific Requirements in their entirety without modification. Any additions to, changes in, modifications of, or revisions of this Contract (including Buyer's General Terms and Conditions and Delphi Customer Specific Requirements) which Seller proposes will be deemed to be rejected by Buyer except to the extent that Buyer expressly agrees to accept any such proposals in writing.

All wood packaging must be compliant with the International Standard Phytosanitary Measure #15 in the treatment of wood packaging material. Please reference the "Requirements for the treatment of wood packaging materials" section of the Supplier Community Portal found on [www.delphi.com](http://www.delphi.com) for further details.

Title to goods shall transfer from seller to buyer upon arrival at buyer's consuming plant.

**Non-Ferrous Metal Price - Cost Adjustment:**

The price(s) for goods shall be subject to increase or decrease, as the case may be, to reflect periodic changes in the price/cost of non-ferrous metals. Such adjustments shall be in accordance with the procedures set forth below:

1. PART WEIGHT - The part weight for purposes of metal price adjustment shall be the aluminum weight of the casting shipped to Buyer. The aluminum casting

# DELPHI

Harrison Thermal Systems

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SENSUS PRECISION DIE CASTING INC  
232 HOPKINSVILLE RD  
RUSSELLVILLE KY 42276

## Requirements Contract

PO Number	Date Issued
550056783	29-Jun-2004
Version	
01-Oct-2005 10:34:54	

Item No.	Material No. Description	Plant
----------	-----------------------------	-------

### Notes Continued:

weight is the "POURED" or "AS CAST" weight LESS the weight(s) of inserts, gates, sprues, risers, flash and runners, paint and coatings. If purchasing a machined part, the weight of any borings shall likewise be deducted.

2. ALUMINUM BASE METAL COST (NEW/ORIGINAL PART AWARD ONLY) - Aluminum base metal price x part weight = base cost of aluminum

METALS WEEK PRICE X PRICE WEIGHT = BASE METAL COST

3. ALUMINUM PRICE ADJUSTMENT AGREEMENT LANGUAGE - Adjustments to the selling price will be made every other month (6 times/year) as determined by the change in the average of the published prices (midpoint) in "Metals Week," under "Daily Prices," during first ten (10) calendar days of the month prior to the two month price effective period.

AVERAGE OF FIRST 10 ADJUSTMENT CALENDAR DAYS OF:

EFFECTIVE DATE

JANUARY 1 FEBRUARY

MARCH 1 APRIL

MAY 1 JUNE

JULY 1 AUGUST

SEPTEMBER 1 OCTOBER

NOVEMBER 1 DECEMBER

4. ALUMINUM PRICE ADJUSTMENT BAROMETER CALCULATION:

NEW MW PRICE - PREVIOUS MW PRICE = MW PRICE CHANGE;

MW PRICE X PART WEIGHT = CASTING PRICE CHANGE;

PREV CASTING + CASTING PRICE CHANGE = NEW CASTING PRICE

5. DROSS/MELT LOSS FACTORS:

Dross is defined as the residue that floats to the surface as cold secondary aluminum is melted to liquid state for casting purposes. Dross and melt loss are considered costs of doing business and, therefore, no adjustments shall be allowed to account for dross or melt loss in the calculation of metal prices.

\*\*\*\*\*

Metal prices will be adjusted monthly based on the average LME NASAAC cash seller and settlement price +\$.04965/lb. (380/383 alloy adjustment factor) two months prior to shipment, i.e. prices for July 2003 based on the May average, prices for August, 2003 based on June, 2003 average, etc. The metal value price per piece is determined by the net weight of piece x this average price per pound.

Metal pricing change eff. 5/1/05 & Clause added

\*\*\*\*\*

# **EXHIBIT D**

# DELPHI

Harrison Thermal Systems

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<b>Buyer:</b> DELPHI THERMAL & INTERIOR SYSTEMS 200 UPPER MOUNTAIN RD LOCKPORT NY 14094
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Requirements Contract	
PO Number 550057027 Version 01-Oct-2005 11:10:55	Date Issued 06-Jul-2004

<b>Deliver to:</b> DELPHI THERMAL KETTERING 3535 South Kettering Blvd. MORaine OH 45439
--

SENSUS PRECISION DIE CASTING INC 232 HOPKINSVILLE RD RUSSELLVILLE KY 42276
--

Vendor No: 1010998 DUNS No: 114371862
--

<b>Payment Terms:</b> ZMN2 <b>Currency:</b> USD Payment settled on 2nd, 2nd Month <b>Incoterms:</b> FOB- FREIGHT COLLECT
--

Item No.	Material No. Description	Plant																		
00050	6561242 Head-Front, Casting	J301 DELPHI T & I KETTERING																		
OCT 2005 PRICE CHANGES PER MONTHLY ALUMINUM ESCALATION/DE-ESCALATION. INDEX USED IS LME NASSAC																				
	<table><tr><th>Valid From</th><th>Valid To</th><th>Currency</th><th>Price</th><th>Price Unit</th><th>UOM</th></tr><tr><td>18-Sep-2005</td><td>30-Sep-2005</td><td>USD</td><td>3,012.00</td><td>1,000</td><td>PC</td></tr><tr><td>01-Oct-2005</td><td>31-Dec-2006</td><td>USD</td><td>3,122.00</td><td>1,000</td><td>PC</td></tr></table>	Valid From	Valid To	Currency	Price	Price Unit	UOM	18-Sep-2005	30-Sep-2005	USD	3,012.00	1,000	PC	01-Oct-2005	31-Dec-2006	USD	3,122.00	1,000	PC	
Valid From	Valid To	Currency	Price	Price Unit	UOM															
18-Sep-2005	30-Sep-2005	USD	3,012.00	1,000	PC															
01-Oct-2005	31-Dec-2006	USD	3,122.00	1,000	PC															
This Requirement Contract is for 100% unless otherwise specified.																				
00060	6561245 Cylinder-Casting	J301 DELPHI T & I KETTERING																		
OCT 2005 PRICE CHANGES PER MONTHLY ALUMINUM ESCALATION/DE-ESCALATION. INDEX USED IS LME NASSAC																				
	<table><tr><th>Valid From</th><th>Valid To</th><th>Currency</th><th>Price</th><th>Price Unit</th><th>UOM</th></tr><tr><td>18-Sep-2005</td><td>30-Sep-2005</td><td>USD</td><td>3,341.00</td><td>1,000</td><td>PC</td></tr><tr><td>01-Oct-2005</td><td>31-Dec-2006</td><td>USD</td><td>3,439.00</td><td>1,000</td><td>PC</td></tr></table>	Valid From	Valid To	Currency	Price	Price Unit	UOM	18-Sep-2005	30-Sep-2005	USD	3,341.00	1,000	PC	01-Oct-2005	31-Dec-2006	USD	3,439.00	1,000	PC	
Valid From	Valid To	Currency	Price	Price Unit	UOM															
18-Sep-2005	30-Sep-2005	USD	3,341.00	1,000	PC															
01-Oct-2005	31-Dec-2006	USD	3,439.00	1,000	PC															
This Requirement Contract is for 100% unless otherwise specified.																				
00080	6561599 Head-Rear, Casting	J301 DELPHI T & I KETTERING																		
OCT 2005 PRICE CHANGES PER MONTHLY ALUMINUM ESCALATION/DE-ESCALATION. INDEX USED IS LME NASSAC																				

Purchasing Contact: Simmons, Cheri  
 Phone: 248-655-0723  
 Fax: 248-655-8350

**Contact Address:**  
 Delphi Harrison Thermal Systems  
 200 UPPER MOUNTAIN ROAD,  
 LOCKPORT NY 14094

# DELPHI

Harrison Thermal Systems

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SENSUS PRECISION DIE CASTING INC  
232 HOPKINSVILLE RD  
RUSSELLVILLE KY 42276

## Requirements Contract

PO Number 550057027 Date Issued 06-Jul-2004  
Version 01-Oct-2005 11:10:55

Item No.	Material No. Description	Plant
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Valid From	Valid To	Currency	Price	Price Unit	UOM
18-Sep-2005	30-Sep-2005	USD	3,676.00	1,000	PC
01-Oct-2005	31-Dec-2006	USD	3,765.00	1,000	PC

This Requirement Contract is for 100% unless otherwise specified.

00020 6561795 J301 DELPHI T & I KETTERING

Head-Front, Casting

OCT 2005 PRICE CHANGES PER MONTHLY ALUMINUM ESCALATION/DE-ESCALATION. INDEX USED IS LME NASSAC

Valid From	Valid To	Currency	Price	Price Unit	UOM
18-Sep-2005	30-Sep-2005	USD	3,506.00	1,000	PC
01-Oct-2005	31-Dec-2006	USD	3,627.00	1,000	PC

This Requirement Contract is for 100% unless otherwise specified.

00010 6561797 J301 DELPHI T & I KETTERING

Head-Front, Casting

SEPTEMBER 2005 PRICE CHANGES PER MONTHLY ALUMINUM ESCALATION/DE-ESCALATION. INDEX USED IS LME NASSAC

Valid From	Valid To	Currency	Price	Price Unit	UOM
01-Jun-2004	30-Jun-2004	USD	2,872.00	1,000	PC
01-Jul-2004	31-Jul-2004	USD	3,038.00	1,000	PC
01-Aug-2004	31-Aug-2004	USD	2,937.00	1,000	PC
01-Sep-2004	30-Sep-2004	USD	2,929.00	1,000	PC
01-Oct-2004	31-Oct-2004	USD	2,919.00	1,000	PC
01-Nov-2004	30-Nov-2004	USD	2,845.00	1,000	PC
01-Dec-2004	31-Dec-2004	USD	2,873.00	1,000	PC
01-Jan-2005	31-Jan-2005	USD	2,883.00	1,000	PC
01-Feb-2005	28-Feb-2005	USD	2,889.00	1,000	PC
01-Mar-2005	31-Mar-2005	USD	2,845.00	1,000	PC
01-Apr-2005	30-Apr-2005	USD	2,888.00	1,000	PC
01-May-2005	31-May-2005	USD	2,918.00	1,000	PC
01-Jun-2005	30-Jun-2005	USD	2,878.00	1,000	PC
01-Jul-2005	31-Aug-2005	USD	2,725.60	1,000	PC
01-Sep-2005	31-Dec-2006	USD	2,777.00	1,000	PC

This Requirement Contract is for 100% unless otherwise specified.

00030 6561799 J301 DELPHI T & I KETTERING

Head-Front, Casting

OCT 2005 PRICE CHANGES PER MONTHLY ALUMINUM ESCALATION/DE-ESCALATION. INDEX USED IS LME NASSAC

Valid From	Valid To	Currency	Price	Price Unit	UOM
18-Sep-2005	30-Sep-2005	USD	3,186.00	1,000	PC
01-Oct-2005	31-Dec-2006	USD	3,295.00	1,000	PC

This Requirement Contract is for 100% unless otherwise specified.

00040 6561809 J301 DELPHI T & I KETTERING

Head-Front, Casting

# DELPHI

Harrison Thermal Systems

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SENSUS PRECISION DIE CASTING INC  
232 HOPKINSVILLE RD  
RUSSELLVILLE KY 42276

## Requirements Contract

PO Number	Date Issued
550057027	06-Jul-2004
Version	
01-Oct-2005 11:10:55	

<b>Item No.</b>	<b>Material No.</b>	<b>Plant</b>
	<b>Description</b>	

OCT 2005 PRICE CHANGES PER MONTHLY ALUMINUM ESCALATION/DE-ESCALATION. INDEX USED IS LME NASSAC

Valid From	Valid To	Currency	Price	Price Unit	UOM
18-Sep-2005	30-Sep-2005	USD	2,609.00	1,000	PC
01-Oct-2005	31-Dec-2006	USD	2,730.00	1,000	PC

This Requirement Contract is for 100% unless otherwise specified.

00130 6561968 J301 DELPHI T & I KETTERING

Head-Front, Casting

OCT 2005 PRICE CHANGES PER MONTHLY ALUMINUM ESCALATION/DE-ESCALATION. INDEX USED IS LME NASSAC

Valid From	Valid To	Currency	Price	Price Unit	UOM
18-Sep-2005	30-Sep-2005	USD	3,422.00	1,000	PC
01-Oct-2005	31-Dec-2006	USD	3,525.00	1,000	PC

This Requirement Contract is for 100% unless otherwise specified.

00090 6562004 J301 DELPHI T & I KETTERING

Head-Rear, Casting

OCT 2005 PRICE CHANGES PER MONTHLY ALUMINUM ESCALATION/DE-ESCALATION. INDEX USED IS LME NASSAC

Valid From	Valid To	Currency	Price	Price Unit	UOM
18-Sep-2005	30-Sep-2005	USD	2,847.00	1,000	PC
01-Oct-2005	31-Dec-2006	USD	2,926.00	1,000	PC

This Requirement Contract is for 100% unless otherwise specified.

00110 6562103 J301 DELPHI T & I KETTERING

Head-Front, Casting

OCT 2005 PRICE CHANGES PER MONTHLY ALUMINUM ESCALATION/DE-ESCALATION. INDEX USED IS LME NASSAC

Valid From	Valid To	Currency	Price	Price Unit	UOM
18-Sep-2005	30-Sep-2005	USD	3,375.00	1,000	PC
01-Oct-2005	31-Dec-2006	USD	3,480.00	1,000	PC

This Requirement Contract is for 100% unless otherwise specified.

00120 6562128 J301 DELPHI T & I KETTERING

Head-Rear, Casting

OCT 2005 PRICE CHANGES PER MONTHLY ALUMINUM ESCALATION/DE-ESCALATION. INDEX USED IS LME NASSAC

Valid From	Valid To	Currency	Price	Price Unit	UOM
18-Sep-2005	30-Sep-2005	USD	3,735.00	1,000	PC
01-Oct-2005	31-Dec-2006	USD	3,826.00	1,000	PC

This Requirement Contract is for 100% unless otherwise specified.

00100 6562221 J301 DELPHI T & I KETTERING

Head-Rear, Casting

OCT 2005 PRICE CHANGES PER MONTHLY ALUMINUM ESCALATION/DE-ESCALATION. INDEX USED IS LME NASSAC

Valid From	Valid To	Currency	Price	Price Unit	UOM
18-Sep-2005	30-Sep-2005	USD	3,624.00	1,000	PC
01-Oct-2005	31-Dec-2006	USD	3,742.00	1,000	PC

This Requirement Contract is for 100% unless otherwise specified.

00070 6570881 J301 DELPHI T & I KETTERING

Cylinder-Casting



# DELPHI

Harrison Thermal Systems

Page 4 of 6

SENSUS PRECISION DIE CASTING INC  
232 HOPKINSVILLE RD  
RUSSELLVILLE KY 42276

## Requirements Contract

PO Number	Date Issued
550057027	06-Jul-2004
Version	
01-Oct-2005 11:10:55	

Item No.	Material No. Description	Plant
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OCT 2005 PRICE CHANGES PER MONTHLY ALUMINUM ESCALATION/DE-ESCALATION. INDEX USED IS LME NASSAC

Valid From	Valid To	Currency	Price	Price Unit	UOM
18-Sep-2005	30-Sep-2005	USD	3,341.00	1,000	PC
01-Oct-2005	31-Dec-2006	USD	3,439.00	1,000	PC

This Requirement Contract is for 100% unless otherwise specified.

### Notes:

\*\*\*\*\*  
Title to goods shall transfer from seller to buyer upon arrival at buyer's consuming plant.  
\*\*\*\*\*

\*\*\*\*\*  
Suppliers are required to meet all requirements detailed in the Delphi Global Purchasing Supplier Guidelines and reference documents that are available on the Delphi website, www.delphi.com, (by clicking on the "Suppliers" in the header).  
\*\*\*\*\*

\*\*\*\*\*  
Suppliers are required to meet the requirements of Delphi's Production Part Approval Process as described in the Supplier Performance Development Process (SPDP) and in the Production Part Approval Process (PPAP) Manual. The Production Part Approval Process Manual is available from AIAG (810-358-3003) and the SPDP documents can be provided by the appropriate Supplier Quality Representative. Suppliers must have part manufacturing site approval prior to shipping production quantities. Contact the appropriate Delphi Supplier Quality Representative regarding questions on the approval process or approval status.  
\*\*\*\*\*

\*\*\*\*\*  
Restricted, toxic, and hazardous materials - Suppliers are required to comply with current governmental and safety constraints on restricted, toxic and hazardous materials; as well as environmental, electrical and electromagnetic considerations applicable to the country of manufacture and sale. This relates to both the salable product and the manufacturing processes. (Refer also to Terms and Conditions No. 8 "Ingredients Disclosure and Special Warnings Instructions"). Commencement of any work or service under this order shall constitute seller's acceptance of these responsibilities. If you do not accept these responsibilities, please contact the appropriate Delphi's Buyer.  
\*\*\*\*\*

\*\*\*\*\*  
Failure Analysis/Corrective Action: Suppliers are expected to perform failure analysis on defective material returned by any Delphi Division. Irreversible corrective action plans for these failures must be developed and implemented. The plans with effective dates are to be reported back to the Delphi Division who requested the analysis.  
\*\*\*\*\*

\*\*\*\*\*  
Delphi requires suppliers of productive material be capable of communicating material forecasts, material schedules, shipping notices and associated information through Electronic Data Interchange (EDI). To insure that EDI communications are accurate and effective, each productive material supplier will be required to become EDI Certified by exhibiting their ability to send and/or receive the appropriate EDI messages in accordance with applicable standards prior to providing productive material. EDI Certification will be conducted and coordinated by the EDI Competency organization.  
\*\*\*\*\*

An Internet electronic form alternative solution is intended to provide relief in situations where establishing an in-house EDI capability is a hardship for a supplier providing limited material.

Please refer to Delphi's website: www.delphi.com then Suppliers/Supplier Community Portal / Supplier Standards, for additional information.

\*\*\*\*\*  
Seller acknowledges and agrees that Buyer's General Terms and Conditions and Delphi Customer Specific Requirements are incorporated in, and a part of, this

**DELPHI**

Harrison Thermal Systems

Page 5 of 6

SENSUS PRECISION DIE CASTING INC  
232 HOPKINSVILLE RD  
RUSSELLVILLE KY 42276

**Requirements Contract**

PO Number	Date Issued
550057027	06-Jul-2004
Version	
01-Oct-2005 11:10:55	

Item No.	Material No. Description	Plant
----------	-----------------------------	-------

**Notes Continued:**

contract and each purchase order, release, requisition, work order, shipping instruction, specification and other document issued by Buyer or accepted in writing by Buyer, whether expressed in written form or by electronic data interchange, relating to the goods and/or services to be provided by Seller pursuant to this contract (such documents are collectively referred to as this "Contract"). A copy of Buyer's General Terms and Conditions and Delphi Customer Specific Requirements are available upon written request to Buyer or via the internet at Delphi's website, delphi.com. Seller acknowledges and agrees that it has read and understands Buyer's General Terms and Conditions and Delphi Customer Specific Requirements. If Seller accepts this Contract in writing or commences any of the work or services which are the subject of this Contract, Seller will be deemed to have accepted this Contract and Buyer's General Terms and Conditions and Delphi Customer Specific Requirements in their entirety without modification. Any additions to, changes in, modifications of, or revisions of this Contract (including Buyer's General Terms and Conditions and Delphi Customer Specific Requirements) which Seller proposes will be deemed to be rejected by Buyer except to the extent that Buyer expressly agrees to accept any such proposals in writing.

All wood packaging must be compliant with the International Standard Phytosanitary Measure #15 in the treatment of wood packaging material. Please reference the "Requirements for the treatment of wood packaging materials" section of the Supplier Community Portal found on [www.delphi.com](http://www.delphi.com) for further details.

\*\*\*\*\*

\*\*\*\*\*

**Non-Ferrous Metal Price - Cost Adjustment:**

The price(s) for goods shall be subject to increase or decrease, as the case may be, to reflect periodic changes in the price/cost of non-ferrous metals. Such adjustments shall be in accordance with the procedures set forth below:

1. PART WEIGHT - The part weight for purposes of metal price adjustment shall be the aluminum weight of the casting shipped to Buyer. The aluminum casting weight is the "POURED" or "AS CAST" weight LESS the weight(s) of inserts, gates, sprues, risers, flash and runners, paint and coatings. If purchasing a machined part, the weight of any borings shall likewise be deducted.

2. ALUMINUM BASE METAL COST (NEW/ORIGINAL PART AWARD ONLY) - Aluminum base metal price x part weight = base cost of aluminum  
METALS WEEK PRICE X PRICE WEIGHT = BASE METAL COST

3. ALUMINUM PRICE ADJUSTMENT AGREEMENT LANGUAGE - Adjustments to the selling price will be made every other month (6 times/year) as determined by the change in the average of the published prices (midpoint) in "Metals Week," under "Daily Prices," during first ten (10) calendar days of the month prior to the two month price effective period.

AVERAGE OF FIRST 10 ADJUSTMENT CALENDAR DAYS OF:

EFFECTIVE DATE

JANUARY 1 FEBRUARY

MARCH 1 APRIL

MAY 1 JUNE

JULY 1 AUGUST

SEPTEMBER 1 OCTOBER

NOVEMBER 1 DECEMBER

4. ALUMINUM PRICE ADJUSTMENT BAROMETER CALCULATION:

NEW MW PRICE - PREVIOUS MW PRICE = MW PRICE CHANGE;

MW PRICE X PART WEIGHT = CASTING PRICE CHANGE;

PREV CASTING + CASTING PRICE CHANGE = NEW CASTING PRICE

5. DROSS/MELT LOSS FACTORS:

Dross is defined as the residue that floats to the surface as cold secondary aluminum is melted to liquid state for casting purposes. Dross and melt loss are considered costs of doing business and, therefore, no adjustments shall be allowed to account for dross or melt loss in the calculation of metal prices.

\*\*\*\*\*

Metal prices will be adjusted monthly based on the average LME NASAAC cash seller and settlement price +\$.04965/lb. (380/383 alloy adjustment factor) two

**DELPHI**

Harrison Thermal Systems

Page 6 of 6

SENSUS PRECISION DIE CASTING INC  
232 HOPKINSVILLE RD  
RUSSELLVILLE KY 42276

**Requirements Contract**

PO Number	Date Issued
550057027	06-Jul-2004
Version	
01-Oct-2005 11:10:55	

Item No.	Material No. Description	Plant
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**Notes Continued:**

months prior to shipment, i.e. prices for July 2003 based on the May average, prices for August, 2003 based on June, 2003 average, etc. The metal value price per piece is determined by the net weight of piece x this average price per pound.

Metal pricing change eff. 5/1/05 & Clause added

# **EXHIBIT E**

# DELPHI

Harrison Thermal Systems

Page 1 of 6

**Buyer:**

DELPHI  
THERMAL & INTERIOR SYSTEMS  
200 UPPER MOUNTAIN RD  
LOCKPORT NY 14094

**Requirements Contract**

PO Number	Date Issued
550057041	06-Jul-2004
Version	
01-Oct-2005 11:26:18	

**Deliver to:**

DELPHI THERMAL KETTERING  
3535 South Kettering Blvd.  
MORAINES OH 45439

Vendor No: 1010998

DUNS No: 114371862

Payment Terms: ZMN2

Currency: USD

Payment settled on 2nd, 2nd Month

Incoterms: FOB-FREIGHT COLLECT

SENSUS PRECISION DIE CASTING INC  
232 HOPKINSVILLE RD  
RUSSELLVILLE KY 42276

\*\*\* Condition record changed

Item No.	Material No. Description	Plant
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00010	6562026	J301 DELPHI T & I KETTERING
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Head-Front, Casting

OCT 2005 PRICE CHANGES PER MONTHLY ALUMINUM ESCALATION/DE-ESCALATION. INDEX USED IS LME NASSAC

Valid From	Valid To	Currency	Price	Price Unit	UOM
01-Jun-2004	30-Jun-2004	USD	5,209.00	1,000	PC
01-Jul-2004	31-Jul-2004	USD	5,341.00	1,000	PC
01-Aug-2004	31-Aug-2004	USD	5,260.00	1,000	PC
01-Sep-2004	30-Sep-2004	USD	5,254.00	1,000	PC
01-Oct-2004	31-Oct-2004	USD	5,246.00	1,000	PC
01-Nov-2004	30-Nov-2004	USD	5,087.00	1,000	PC
01-Dec-2004	31-Dec-2004	USD	5,109.00	1,000	PC
01-Jan-2005	31-Jan-2005	USD	5,117.00	1,000	PC
01-Feb-2005	28-Feb-2005	USD	5,122.00	1,000	PC
01-Mar-2005	31-Mar-2005	USD	5,087.00	1,000	PC
01-Apr-2005	30-Apr-2005	USD	5,105.00	1,000	PC
01-May-2005	31-May-2005	USD	5,130.00	1,000	PC
01-Jun-2005	30-Jun-2005	USD	5,098.00	1,000	PC

Purchasing Contact: Simmons, Cheri

Phone: 248-655-0723

Fax: 248-655-8350

Contact Address:

Delphi Harrison Thermal Systems  
200 UPPER MOUNTAIN ROAD,  
LOCKPORT NY 14094

Date and Time Printed: 01-Oct-2005 11:26:18

# DELPHI

Harrison Thermal Systems

Page 2 of 6

SENSUS PRECISION DIE CASTING INC  
232 HOPKINSVILLE RD  
RUSSELLVILLE KY 42276

## Requirements Contract

PO Number 550057041 Date Issued 06-Jul-2004  
Version 01-Oct-2005 11:26:18

Item No.	Material No. Description	Plant				
	Valid From	Valid To	Currency	Price	Price Unit	UOM
	01-Jul-2005	31-Jul-2005	USD	5,016.00	1,000	PC
	01-Aug-2005	31-Aug-2005	USD	5,017.00	1,000	PC
	01-Sep-2005	30-Sep-2005	USD	5,017.00	1,000	PC
	01-Oct-2005	31-Dec-2006	USD	5,110.00	1,000	PC

This Requirement Contract is for 100% unless otherwise specified.

\*\*\* Condition record added  
\*\*\* Condition record changed  
\*\*\* Net price changed  
\*\*\* Text changed

00020 6562159 J301 DELPHI T & I KETTERING

### Head-Rear, Casting

OCT 2005 PRICE CHANGES PER MONTHLY ALUMINUM ESCALATION/DE-ESCALATION. INDEX USED IS LME NASSAC

Valid From	Valid To	Currency	Price	Price Unit	UOM
18-Sep-2005	30-Sep-2005	USD	4,364.00	1,000	PC
01-Oct-2005	31-Dec-2006	USD	4,450.00	1,000	PC

This Requirement Contract is for 100% unless otherwise specified.

\*\*\* Condition record added  
\*\*\* Condition record changed  
\*\*\* Net price changed  
\*\*\* Text changed

00030 6562204 J301 DELPHI T & I KETTERING

### Head-Front, Casting

OCT 2005 PRICE CHANGES PER MONTHLY ALUMINUM ESCALATION/DE-ESCALATION. INDEX USED IS LME NASSAC

Valid From	Valid To	Currency	Price	Price Unit	UOM
18-Sep-2005	30-Sep-2005	USD	3,280.00	1,000	PC
01-Oct-2005	31-Dec-2006	USD	3,377.00	1,000	PC

This Requirement Contract is for 100% unless otherwise specified.

\*\*\* Condition record added  
\*\*\* Condition record changed  
\*\*\* Net price changed  
\*\*\* Text changed

00040 6562207 J301 DELPHI T & I KETTERING

### Head-Rear, Casting

OCT 2005 PRICE CHANGES PER MONTHLY ALUMINUM ESCALATION/DE-ESCALATION. INDEX USED IS LME NASSAC

Valid From	Valid To	Currency	Price	Price Unit	UOM
18-Sep-2005	30-Sep-2005	USD	3,361.00	1,000	PC
01-Oct-2005	31-Dec-2006	USD	3,457.00	1,000	PC

This Requirement Contract is for 100% unless otherwise specified.

\*\*\* Condition record added  
\*\*\* Condition record changed  
\*\*\* Net price changed  
\*\*\* Text changed

00050 6562446 J301 DELPHI T & I KETTERING

### Head-Rear, Casting

# DELPHI

Harrison Thermal Systems

Page 3 of 6

SENSUS PRECISION DIE CASTING INC  
232 HOPKINSVILLE RD  
RUSSELLVILLE KY 42276

## Requirements Contract

PO Number 550057041 Date Issued 06-Jul-2004  
Version 01-Oct-2005 11:26:18

Item No.	Material No. Description	Plant
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OCT 2005 PRICE CHANGES PER MONTHLY ALUMINUM ESCALATION/DE-ESCALATION. INDEX USED IS LME NASSAC

Valid From	Valid To	Currency	Price	Price Unit	UOM
18-Sep-2005	30-Sep-2005	USD	3,294.00	1,000	PC
01-Oct-2005	31-Dec-2006	USD	3,386.00	1,000	PC

This Requirement Contract is for 100% unless otherwise specified.

\*\*\* Condition record added  
\*\*\* Condition record changed  
\*\*\* Net price changed  
\*\*\* Text changed

00060 6562449

J301 DELPHI T & I KETTERING

Head-Front, Casting

OCT 2005 PRICE CHANGES PER MONTHLY ALUMINUM ESCALATION/DE-ESCALATION. INDEX USED IS LME NASSAC

Valid From	Valid To	Currency	Price	Price Unit	UOM
18-Sep-2005	30-Sep-2005	USD	3,334.00	1,000	PC
01-Oct-2005	31-Dec-2006	USD	3,435.00	1,000	PC

This Requirement Contract is for 100% unless otherwise specified.

\*\*\* Condition record added  
\*\*\* Condition record changed  
\*\*\* Net price changed  
\*\*\* Text changed

00070 6562464

J301 DELPHI T & I KETTERING

Head-Front, Casting

OCT 2005 PRICE CHANGES PER MONTHLY ALUMINUM ESCALATION/DE-ESCALATION. INDEX USED IS LME NASSAC

Valid From	Valid To	Currency	Price	Price Unit	UOM
18-Sep-2005	30-Sep-2005	USD	3,142.00	1,000	PC
01-Oct-2005	31-Dec-2006	USD	3,244.00	1,000	PC

This Requirement Contract is for 100% unless otherwise specified.

\*\*\* Condition record added  
\*\*\* Condition record changed  
\*\*\* Net price changed  
\*\*\* Text changed

00080 6570089

J301 DELPHI T & I KETTERING

Cylinder-Casting

OCT 2005 PRICE CHANGES PER MONTHLY ALUMINUM ESCALATION/DE-ESCALATION. INDEX USED IS LME NASSAC

Valid From	Valid To	Currency	Price	Price Unit	UOM
18-Sep-2005	30-Sep-2005	USD	3,431.00	1,000	PC
01-Oct-2005	31-Dec-2006	USD	3,414.00	1,000	PC

This Requirement Contract is for 100% unless otherwise specified.

\*\*\* Condition record added  
\*\*\* Condition record changed  
\*\*\* Net price changed  
\*\*\* Text changed

00090 6570154

J301 DELPHI T & I KETTERING

Cylinder-Cast

# DELPHI

Harrison Thermal Systems

Page 4 of 6

SENSUS PRECISION DIE CASTING INC  
232 HOPKINSVILLE RD  
RUSSELLVILLE KY 42276

## Requirements Contract

PO Number	Date Issued
550057041	06-Jul-2004
Version	
01-Oct-2005 11:26:18	

<b>Item No.</b>	<b>Material No.</b>	<b>Plant</b>
	<b>Description</b>	

OCT 2005 PRICE CHANGES PER MONTHLY ALUMINUM ESCALATION/DE-ESCALATION. INDEX USED IS LME NASSAC

Valid From	Valid To	Currency	Price	Price Unit	UOM
18-Sep-2005	30-Sep-2005	USD	3,360.00	1,000	PC
01-Oct-2005	31-Dec-2006	USD	3,194.00	1,000	PC

This Requirement Contract is for 100% unless otherwise specified.

\*\*\* Condition record added  
\*\*\* Condition record changed  
\*\*\* Net price changed  
\*\*\* Text changed

00100 6570298

J301 DELPHI T & I KETTERING

Head - Rear, Casting

OCT 2005 PRICE CHANGES PER MONTHLY ALUMINUM ESCALATION/DE-ESCALATION. INDEX USED IS LME NASSAC

Valid From	Valid To	Currency	Price	Price Unit	UOM
18-Sep-2005	30-Sep-2005	USD	3,642.00	1,000	PC
01-Oct-2005	31-Dec-2006	USD	3,728.00	1,000	PC

This Requirement Contract is for 100% unless otherwise specified.

\*\*\* Condition record added  
\*\*\* Condition record changed  
\*\*\* Net price changed  
\*\*\* Text changed

00110 6570301

J301 DELPHI T & I KETTERING

Head-Front, Casting

OCT 2005 PRICE CHANGES PER MONTHLY ALUMINUM ESCALATION/DE-ESCALATION. INDEX USED IS LME NASSAC

Valid From	Valid To	Currency	Price	Price Unit	UOM
18-Sep-2005	30-Sep-2005	USD	3,157.00	1,000	PC
01-Oct-2005	31-Dec-2006	USD	3,253.00	1,000	PC

This Requirement Contract is for 100% unless otherwise specified.

\*\*\* Condition record added  
\*\*\* Condition record changed  
\*\*\* Net price changed  
\*\*\* Text changed

00120 6570525

J301 DELPHI T & I KETTERING

Head-Rear, Casting

OCT 2005 PRICE CHANGES PER MONTHLY ALUMINUM ESCALATION/DE-ESCALATION. INDEX USED IS LME NASSAC

Valid From	Valid To	Currency	Price	Price Unit	UOM
18-Sep-2005	30-Sep-2005	USD	3,797.00	1,000	PC
01-Oct-2005	31-Dec-2006	USD	3,887.00	1,000	PC

This Requirement Contract is for 100% unless otherwise specified.

\*\*\* Condition record added  
\*\*\* Condition record changed  
\*\*\* Net price changed  
\*\*\* Text changed



**DELPHI**

Harrison Thermal Systems

Page 5 of 6

SENSUS PRECISION DIE CASTING INC  
232 HOPKINSVILLE RD  
RUSSELLVILLE KY 42276

**Requirements Contract**

PO Number	Date Issued
550057041	06-Jul-2004
Version	
01-Oct-2005 11:26:18	

Item No.	Material No. Description	Plant
----------	-----------------------------	-------

**Notes:**

\*\*\*\*\*  
Title to goods shall transfer from seller to buyer upon arrival at buyer's consuming plant.  
\*\*\*\*\*

\*\*\*\*\*  
Suppliers are required to meet all requirements detailed in the Delphi Global Purchasing Supplier Guidelines and reference documents that are available on the Delphi website, [www.delphi.com](http://www.delphi.com), (by clicking on the "Suppliers" in the header).  
\*\*\*\*\*

\*\*\*\*\*  
Suppliers are required to meet the requirements of Delphi's Production Part Approval Process as described in the Supplier Performance Development Process (SPDP) and in the Production Part Approval Process (PPAP) Manual. The Production Part Approval Process Manual is available from AIAG (810-358-3003) and the SPDP documents can be provided by the appropriate Supplier Quality Representative. Suppliers must have part manufacturing site approval prior to shipping production quantities. Contact the appropriate Delphi Supplier Quality Representative regarding questions on the approval process or approval status.  
\*\*\*\*\*

\*\*\*\*\*  
Restricted, toxic, and hazardous materials - Suppliers are required to comply with current governmental and safety constraints on restricted, toxic and hazardous materials; as well as environmental, electrical and electromagnetic considerations applicable to the country of manufacture and sale. This relates to both the salable product and the manufacturing processes. (Refer also to Terms and Conditions No. 8 "Ingredients Disclosure and Special Warnings Instructions"). Commencement of any work or service under this order shall constitute seller's acceptance of these responsibilities. If you do not accept these responsibilities, please contact the appropriate Delphi's Buyer.  
\*\*\*\*\*

\*\*\*\*\*  
Failure Analysis/Corrective Action: Suppliers are expected to perform failure analysis on defective material returned by any Delphi Division. Irreversible corrective action plans for these failures must be developed and implemented. The plans with effective dates are to be reported back to the Delphi Division who requested the analysis.  
\*\*\*\*\*

\*\*\*\*\*  
Delphi requires suppliers of productive material be capable of communicating material forecasts, material schedules, shipping notices and associated information through Electronic Data Interchange (EDI). To insure that EDI communications are accurate and effective, each productive material supplier will be required to become EDI Certified by exhibiting their ability to send and/or receive the appropriate EDI messages in accordance with applicable standards prior to providing productive material. EDI Certification will be conducted and coordinated by the EDI Competency organization.  
\*\*\*\*\*

An Internet electronic form alternative solution is intended to provide relief in situations where establishing an in-house EDI capability is a hardship for a supplier providing limited material.

Please refer to Delphi's website: [www.delphi.com](http://www.delphi.com) then Suppliers/Supplier Community Portal / Supplier Standards, for additional information.  
\*\*\*\*\*

\*\*\*\*\*  
Seller acknowledges and agrees that Buyer's General Terms and Conditions and Delphi Customer Specific Requirements are incorporated in, and a part of, this contract and each purchase order, release, requisition, work order, shipping instruction, specification and other document issued by Buyer or accepted in writing by Buyer, whether expressed in written form or by electronic data interchange, relating to the goods and/or services to be provided by Seller pursuant to this contract (such documents are collectively referred to as this "Contract"). A copy of Buyer's General Terms and Conditions and Delphi Customer Specific Requirements are available upon written request to Buyer or via the internet at Delphi's website, [delphi.com](http://delphi.com). Seller acknowledges and agrees that it has read and understands Buyer's General Terms and Conditions and Delphi Customer Specific Requirements. If Seller accepts this Contract in writing or commences any of the work or services which are the subject of this Contract, Seller will be deemed to have accepted this Contract and Buyer's General Terms and Conditions and

**DELPHI**

Harrison Thermal Systems

Page 6 of 6

SENSUS PRECISION DIE CASTING INC  
232 HOPKINSVILLE RD  
RUSSELLVILLE KY 42276

**Requirements Contract**

PO Number

550057041

Version

01-Oct-2005 11:26:18

Date Issued

06-Jul-2004

**Item No. Material No.**  
**Description**

**Plant**

**Notes Continued:**

Delphi Customer Specific Requirements in their entirety without modification. Any additions to, changes in, modifications of, or revisions of this Contract (including Buyer's General Terms and Conditions and Delphi Customer Specific Requirements ) which Seller proposes will be deemed to be rejected by Buyer except to the extent that Buyer expressly agrees to accept any such proposals in writing.

\*\*\*\*\*  
All wood packaging must be compliant with the International Standard Phytosanitary Measure #15 in the treatment of wood packaging material. Please reference the "Requirements for the treatment of wood packaging materials" section of the Supplier Community Portal found on [www.delphi.com](http://www.delphi.com) for further details.  
\*\*\*\*\*

\*\*\*\*\*  
**Non-Ferrous Metal Price - Cost Adjustment:**

The price(s) for goods shall be subject to increase or decrease, as the case may be, to reflect periodic changes in the price/cost of non-ferrous metals. Such adjustments shall be in accordance with the procedures set forth below:

1. PART WEIGHT - The part weight for purposes of metal price adjustment shall be the aluminum weight of the casting shipped to Buyer. The aluminum casting weight is the "POURED" or "AS CAST" weight LESS the weight(s) of inserts, gates, sprues, risers, flash and runners, paint and coatings. If purchasing a machined part, the weight of any borings shall likewise be deducted.

2. ALUMINUM BASE METAL COST (NEW/ORIGINAL PART AWARD ONLY) - Aluminum base metal price x part weight = base cost of aluminum  
METALS WEEK PRICE X PRICE WEIGHT = BASE METAL COST

3. ALUMINUM PRICE ADJUSTMENT AGREEMENT LANGUAGE - Adjustments to the selling price will be made every other month (6 times/year) as determined by the change in the average of the published prices (midpoint) in "Metals Week," under "Daily Prices," during first ten (10) calendar days of the month prior to the two month price effective period.

AVERAGE OF FIRST 10 ADJUSTMENT CALENDAR DAYS OF:

EFFECTIVE DATE

JANUARY 1 FEBRUARY

MARCH 1 APRIL

MAY 1 JUNE

JULY 1 AUGUST

SEPTEMBER 1 OCTOBER

NOVEMBER 1 DECEMBER

4. ALUMINUM PRICE ADJUSTMENT BAROMETER CALCULATION:

NEW MW PRICE - PREVIOUS MW PRICE = MW PRICE CHANGE;

MW PRICE X PART WEIGHT = CASTING PRICE CHANGE;

PREV CASTING + CASTING PRICE CHANGE = NEW CASTING PRICE

5. DROSS/MELT LOSS FACTORS:

Dross is defined as the residue that floats to the surface as cold secondary aluminum is melted to liquid state for casting purposes. Dross and melt loss are considered costs of doing business and, therefore, no adjustments shall be allowed to account for dross or melt loss in the calculation of metal prices.

\*\*\*\*\*